

**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION AT DAYTON**

PRODUCTION DESIGN SERVICES, INC. :

Plaintiff, : **Case No. 3:13-cv-00338**

vs. :

SUTHERLAND - SCHULTZ, LTD. : **Judge Walter H. Rice**

Defendant. :

**STIPULATION AND PROTECTIVE ORDER GOVERNING THE
CONFIDENTIALITY OF INFORMATION EXCHANGED IN DISCOVERY**

Pursuant to Rule 26 of the Ohio Rules of Civil Procedure and the stipulation and agreement of the parties in the above-captioned case, the Court hereby orders that documents and other information exchanged during the course of discovery be protected against unnecessary disclosure as follows:

1. Documents produced by the parties, interrogatory answers, information contained in any such documents, deposition testimony, and any other information disclosed or exchanged in the course of discovery in the above-captioned case or since the filing of this litigation ("Discovery Material") shall be treated confidentially. Unless otherwise agreed to by the parties or ordered by this Court, Discovery Material shall be used solely for the preparation and prosecution of claims or defenses in the above-captioned case. Discovery Material does not include information or documents already in the possession of the non-disclosing party or already in the public domain at the time of disclosure. Discovery Material may not be shown or otherwise disclosed to any person other than the following persons:

- (a) legal counsel for the parties in the Litigation, and the necessary paralegal, secretarial and clerical personnel employed by such counsel;
- (b) the parties, and such present or former officers, directors, staff personnel, employees and agents of the parties as are necessary to aid counsel in the preparation and prosecution of claims and defenses in the Litigation;
- (c) bona fide, independent experts or consultants and their employees engaged by counsel for assistance in the preparation and prosecution of claims or defenses in the Litigation;
- (d) witnesses, or prospective witnesses;
- (e) court reporters and persons preparing transcripts of depositions; and
- (f) this Court or a jury empowered to hear the case.

No person who receives any Discovery Material may either disclose it to any person other than those described in this paragraph or use it for any purpose other than that specified in this paragraph. Before any of those persons who are not legal counsel, employees of legal counsel, or court reporters may receive any Discovery Material, they must be informed of the terms of this Order, they must agree to be bound by it, they must be advised that the sanctions for any violation of the Order include the penalties which the Court may impose for contempt, and shall execute the attached Certification Regarding Confidentiality, the original of which shall be retained by the attorney making the disclosure.

2. If any party should find it necessary in the preparation and prosecution of claims or defenses in the Litigation to disclose any Discovery Material to any person not described in paragraph 1 of this Order, then counsel for that party, at least five (5) days before disclosure, shall

first notify counsel for the other party in writing of the Discovery Material at issue and of the name and identity of each person to whom disclosure is proposed to be made. Within two (2) days after receipt of that notice, counsel may object to the disclosure to the person identified. If an objection is made, then no disclosure shall be made until the objection has been resolved either by agreement of the parties or by decision of the Court on motion made by the party seeking to make disclosure. If there is no objection to disclosure, or if any objection is resolved in favor of the disclosure, then each person to whom disclosure is to be made shall first be advised in accordance with paragraph 1 above.

3. Neither the termination of the Litigation nor the termination of employment of any person who had access to any Discovery Material shall relieve any person from the obligation of maintaining both the confidentiality and the restrictions on use of anything disclosed pursuant to this Order.

4. Nothing in this Order shall prevent disclosure beyond the terms of this Order of any Discovery Material if the party from which the material was produced consents, or if the Court, on motion filed by the party seeking to make disclosure, orders that disclosure be made. Any party may at any time may request the Court, after notice to the opposing party, to modify or grant relief from any provision of this Order or to place further restrictions on the use of any Discovery Material then provided by the terms of this Order.

IT IS SO ORDERED.


UNITED STATES DISTRICT JUDGE

The undersigned counsel hereby stipulate to the foregoing Order being entered by the Court.

APPROVED AND AGREED:

Dunlevey, Mahan & Furry

s/ Richard L. Carr
Richard L. Carr (0003180)
Amy C. Mitchell (0069548)
110 North Main Street
Suite 1000
Dayton, Ohio 45402
Attorneys for Defendant
Sutherland - Schultz, Ltd.

Weprin And Folkerth LLC

s/ John R. Folkerth, Jr.
John R. Folkerth, Jr. (0016366)
109 N. Main St.
500 Performance Place
Dayton, Ohio 45402
Attorney for Plaintiff
Production Design Services, Inc.

CERTIFICATE REGARDING CONFIDENTIALITY

I hereby certify that I have carefully read and fully understand the terms of the Protective Order entered and filed in the case captioned: *Production Design Services, Inc. v. Sutherland - Schultz, Ltd.*, United States District Court, Southern District of Ohio, Case No. 3:13-cv-00338. I recognize that I am bound by each of the terms of the Protective Order and agree to comply with those terms. I agree I will not use any confidential materials, confidential documents or information obtained from the confidential documents shown or given to me for any purpose other than in assisting counsel in this action. I agree I will not disclose any confidential material, confidential documents or information obtained from the confidential documents to any unauthorized person. At the conclusion of this lawsuit, I agree to return to said counsel all confidential materials, confidential documents and notes and/or memoranda containing confidential information that I make during the course of this lawsuit.

DATE: _____

NAME: _____

POSITION: _____

ADDRESS: _____

Relationship to Party Making Disclosure: _____